

9/24/96
signed.
157164
85

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	
)	
AMERICAN WASTE PROCESSING, LTD.,)	
<u>et al.</u>)	
)	
Defendants.)	Consolidated Civil Action
)	Nos. IP88-806 C and
)	IP90-080 C
<hr/>		
UNITED STATES OF AMERICA)	JUDGE MCKINNEY
)	
Plaintiff,)	
)	
v.)	
)	
UNITED TECHNOLOGIES AUTOMOTIVE,)	
INC., <u>et al.</u> ,)	
)	
Defendants.)	
<hr/>		

CONSENT DECREE

Plaintiff, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed the Complaints in the above-captioned actions alleging that the Defendants are jointly and severally liable to the United States, pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. Sections 9606 and 9607, for costs incurred by Plaintiff in responding to the release or threat of release of hazardous substances at the Environmental Conservation & Chemical Corporation ("Envirochem")

site near Zionsville, Indiana, and seeking as injunctive relief the performance of a remedial action selected by EPA.

This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the United States of America, and those persons and entities defined in the Decree as the "Settling Defendants" and "De Minimis Settling Defendants" (referred to collectively as "Defendants"), to resolve the United States' claims for reimbursement of response costs that it has incurred and will continue to incur, and for performance of remedial action, alleged in the Complaints.

The Defendants and De Minimis Settling Government Agencies deny any and all legal or equitable liability under any federal, state or local law in connection with this action. Nothing contained in this Decree and no payments made pursuant hereto shall be construed as an admission of liability or wrongdoing on the part of the Defendants or De Minimis Settling Government Agencies.

Attachment A hereto lists all Defendants who are party to this Decree and De Minimis Settling Government Agencies, and the volume of hazardous substances contributed by each to the Envirochem Site. All references in this Decree to the volume or gallons contributed to the Site refer to the volume or gallons stated in Attachment A.

Information currently known to EPA indicates: (1) that the amount of hazardous substances contributed to the Envirochem Facility by each De Minimis Settling Defendant and De Minimis

Settling Government Agency is minimal in comparison to the total amount of hazardous substances contributed to the Facility, since the contribution by each did not exceed 100,000 gallons of the total of more than 14,000,000 gallons of hazardous substances which were contributed to the Facility; and (2) that the toxic or other hazardous effects of the hazardous substances contributed to the Facility by each De Minimis Settling Defendant and De Minimis Settling Government Agency is minimal in comparison to other hazardous substances at the Facility and did not and do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Facility.

This settlement involves only a minor portion of the response costs with respect to each De Minimis Settling Defendant and De Minimis Settling Government Agency. Settlement of these actions is practicable and in the public interest. The parties have entered into this Decree in good faith to avoid expensive and protracted litigation and to settle the claims asserted by the United States in these actions. The parties hereto agree that settlement of this matter embodies a fair, reasonable, and equitable settlement of the matters addressed in this Decree, and that entry of this Decree without further litigation is the most appropriate means of resolving this matter.

NOW, THEREFORE, before the taking of any testimony, before adjudication of the merits of this case or any underlying fact,

and with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over the subject matter of these actions and over the parties to this Decree, pursuant to 28 U.S.C. Sections 1331 and 1345 and Sections 107, 113(b), 122(d)(1)(A) and 122(g)(4) of CERCLA, 42 U.S.C. Sections 9607, 9613(b), 9622(d)(1)(A) and 9622(g)(4). The Complaint states a claim upon which the Court may grant relief pursuant to CERCLA. The parties agree to be bound by the terms of this Decree and not to contest its validity in any subsequent proceeding. Venue is proper in this Court pursuant to 42 U.S.C. Section 9613(b) and under 28 U.S.C. Sections 1391(b) and (c).

II. DEFINITIONS

The following definitions shall apply in this Decree:

A. "Settling Defendant" means Jeffboat, a Division of American Commercial Marine Service Company, successor to Jeffboat, Inc., which is listed in Attachment A hereto and has signed this Consent Decree.

B. "Envirochem Site", "Site," and "Facility" mean the property on which Envirochem engaged in the recovery, reclamation and brokering of primary solvents, oils and other wastes and hazardous substances, and which is approximately 6.5 acres in size, indicated on Attachment C hereto. This Site is located approximately 10 miles northwest of Indianapolis, on U.S. Highway 421, near Zionsville, Indiana.

C. "Envirochem Response Costs" means all costs, including interest thereon, that have been incurred or may in the future be incurred by the United States with respect to the Envirochem Facility. "Envirochem Response Costs" do not include any costs incurred by the United States in connection with enforcing the terms of this Consent Decree.

D. "De Minimis Settling Defendants" means those defendants which contributed 100,000 gallons or less of hazardous substances to the Envirochem Site, who are listed in Attachment A hereto, and who have signed this Consent Decree.

E. "Defendants" refers collectively to Settling Defendant and De Minimis Settling Defendants.

F. "De Minimis Settling Government Agencies" means those Federal Government Agencies who contributed 100,000 gallons or less of hazardous substances to the Envirochem Site, which are listed and identified as such in Attachment A hereto.

III. PARTIES BOUND

This Decree shall apply to and be binding upon the Parties and their successors and assigns. Each undersigned representative of the Defendants certifies that he or she is fully authorized to enter into the terms and conditions of this Decree, to execute this Decree, and to bind that party to this Decree.

IV. PAYMENTS

A. 1. The Defendants and De Minimis Settling Government Agencies shall pay into the escrow account established in paragraph IV.A.2. below a sum which will be calculated and indicated in Attachment B hereto prior to entry of this Decree, in accordance with the provisions below.

a. Each De Minimis Settling Defendant and De Minimis Settling Government Agency listed in Attachment A whose volumetric contribution of hazardous substances to the Facility is 1500 gallons or less, as shown on Attachment A to this Decree, shall pay \$3000.00.

b. Except as provided in paragraph IV.A.1.a. above, each De Minimis Settling Defendant and De Minimis Settling Government Agency shall pay a sum calculated in accordance with the following:

Total Gallons Contributed to Site by Defendants and De Minimis Settling Government Agencies Equals:	Payment Due From Each De Minimis Settling Defendant and De Minimis Settling Government Agency Will Equal Number of Gallons Contributed by Such Party Multiplied By:
--	--

1.94 million or more.....	\$1.60
1.87-1.93 million.....	\$1.65
1.8-1.86 million.....	\$1.71
1.73-1.79 million.....	\$1.77
1.66-1.72 million.....	\$1.83
1.59-1.65 million.....	\$1.89
1.51-1.58 million.....	\$1.95
1.5 million or less.....	\$2.00

c. If the total number of gallons contributed to the Facility by the Defendants and De Minimis Settling Government Agencies who participate in this Decree exceeds 1,500,000

gallons, as calculated based on the volumetric contributions shown on Attachment A to this Decree, then the Settling Defendant shall pay the United States \$500,000.00.

d. If the total number of gallons contributed to the Facility by Defendants and De Minimis Settling Government Agencies who participate in this Decree is less than or equal to 1,500,000 gallons, but greater than 1,200,000 gallons, as calculated based on the volumetric contributions shown on Attachment A to this Decree, then the Settling Defendant shall pay the United States a sum calculated in accordance with the following formula, wherein "V" means the total gallons of hazardous substances contributed to the Site by Defendants and De Minimis Settling Government Agencies:

\$650,000 minus $\left[\frac{V \text{ minus } 1.2 \text{ million gal.}}{300,000 \text{ gal.}} \right]$ multiplied by \$150,000

e. If the total number of gallons contributed to the Facility by Defendants and De Minimis Settling Government Agencies who participate in this Decree is less than or equal to 1,200,000 gallons, as calculated based on the volumetric contributions shown on Attachment A to this Decree, then the Settling Defendant shall pay the United States \$650,000.

2. a. Within forty-five (45) days after the lodging of this Decree, Defendants shall establish an interest-bearing escrow account for the benefit of the United States, for the purpose of satisfying requirements of this Decree, and shall pay the sums required under paragraph IV.A.1. into this account. The

sums in the account shall be invested in thirty-day United States Treasury obligations. Within forty-five (45) days after entry of this Decree, the United States, on behalf of De Minimis Settling Government Agencies, shall pay the sums they are required to pay under paragraph IV.A.1. above into this account. Provided, that nothing in this Decree shall require any payment in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

b. Within three business days after the Treasury obligation next matures following the passage of forty-five (45) days after entry of this Decree, Defendants shall pay the United States all sums calculated under paragraph IV.A.1., plus the interest accrued thereon, which have been deposited in the escrow account established under paragraph IV.A.2.a. above; provided, however, the interest may first be used to pay the reasonable expenses, subject to EPA's approval, of creating and maintaining the escrow account. Thereafter, any other sums payable pursuant to paragraph IV.A.1., above, shall be paid by the obligated party directly to the United States as set forth in paragraph IV.E., below. Further, in the event that a court enters an order denying entry of this Decree, which order has become final and nonappealable, then the money in the escrow account, including interest, shall be returned to Defendants.

B. 1. In addition, Defendants and De Minimis Settling Government Agencies shall together pay a total of ten-thousand dollars (\$10,000) in settlement of claims by the United States for natural resource damages in connection with the Envirochem

Site. Each Defendant and De Minimis Settling Government Agency shall pay an amount equal to \$10,000 divided by the total number of Defendants and De Minimis Settling Government Agencies participating in this Decree, as indicated on Attachment B.

2. Within forty-five (45) days after lodging of this Decree, Defendants shall pay the sums required under paragraph IV.B.1. into the escrow account established pursuant to paragraph IV.A.2.a. above. Within forty-five (45) days after entry of this Decree, the United States, on behalf of the De Minimis Settling Government Agencies, shall pay into the escrow account the sums they are required to pay under paragraph IV.B.1. above. Provided, that nothing in this Decree shall require any payment in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

3. Within three business days after the Treasury obligation next matures following the passage of forty-five (45) days after the entry of this Decree, Defendants shall pay the Department of Interior ("DOI") all sums calculated under paragraph IV.B.1. which have been deposited in the escrow account established under paragraph IV.A.2.a. above. Thereafter, any other sums payable pursuant to paragraph IV.B.1. above, shall be paid by the obligated party directly to the United States as set forth in paragraph IV.F., below.

C. Any Defendant who fails to make timely payments as provided under Section IV.A. and B. above shall pay the United States interest on the unpaid balance. Interest on any unpaid sum shall accrue beginning on the day after payment was due,

until the date of payment in full. Interest shall accrue on the declining principal balance at the rate provided in 28 U.S.C. Section 1961(a), that is, a rate equal to the coupon issue yield equivalent (as determined by the Secretary of the Treasury) of the average accepted auction price of the last auction of 52-week U.S. Treasury bills settled immediately prior to the time of payment due date. Interest shall be compounded annually.

D. If any Defendant fails to make payments required by this Decree, such Defendant shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Decree or otherwise obtain such payments.

E. Payments made by Defendants pursuant to paragraph IV.A. above shall be made by certified or cashier's check. Payments made pursuant to paragraphs IV.A.2.b. above shall be made payable to the "United States Environmental Protection Agency, Hazardous Substance Superfund" and shall be sent to EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois, 60673, noting "Envirochem, #30" on the face of the check. Defendants and De Minimis Settling Government Agencies shall send a copy of checks paid under paragraphs IV.A.2.a. and b., and their transmittal letters, to the Waste Management Division, CERCLA Enforcement Support Unit, United States Environmental Protection Agency, 230 South Dearborn Street, Chicago, Illinois 60604 and to Chief, Environmental Enforcement Section, Land and Natural Resources Division, U.S. Department of Justice, P.O. Box 7611, Ben Franklin

Station, Washington, D.C. 20044. Payment shall be deemed accomplished upon receipt by EPA of the checks.

F. Payments made by Defendants pursuant to paragraph IV.B. above shall be made by certified or cashier's check. Payments pursuant to paragraphs IV.B.3. above shall be made payable to "Department of Interior" and shall be sent to Office of the Secretary, Department of Interior, Fiscal Section, 18th and E Street, N.W., Washington, D.C. 20240, noting "Envirochem Site" on the face of the check. Defendants and De Minimis Settling Government Agencies shall send a copy of checks and their transmittal letters to the Office of Environmental Project Review, Department of Interior, 18th and C Street, N.W., Washington, D.C. 20240 and to Chief, Environmental Enforcement Section, Land and Natural Resources Division, U.S. Department of Justice, P.O. Box 7611, Ben Franklin Station, Washington, D.C. 20044. Payment shall be deemed accomplished upon receipt by the Department of Interior of the checks.

V. COVENANT NOT TO SUE SETTLING DEFENDANT

A. In consideration of payments which will be made by the Settling Defendant under the terms of the Decree, and except as otherwise specifically provided in Paragraphs B through D below or elsewhere in this Decree, the United States covenants not to sue or take administrative action against the Settling Defendant or its officers, directors or employees for "Covered Matters." "Covered Matters" for purposes of Section V. shall refer to any

and all claims available to Plaintiff under Sections 106 and 107 of CERCLA, 42 U.S.C. Sections 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6973, with respect to the Envirochem Facility. This covenant not to sue will become effective only after the United States has timely received all payments by the Settling Defendant required by this Decree; provided, however, with respect to future liability, this covenant not to sue shall take effect upon certification by EPA of the completion of the remedial action concerning the Facility.

B. "Covered Matters" do not include:

- (1) Liability arising from hazardous substances removed from the Facility;
- (2) Criminal liability; or
- (3) Claims based on a failure by the Settling Defendant to timely meet the requirements of this Decree.

C. Notwithstanding any other provision in this Decree, (1) the United States reserves the right to institute proceedings in this action or in a new action or to issue an Order seeking to compel the Settling Defendant to perform any additional response work at the Facility, and (2) the United States reserves the right to institute proceedings in this action or in a new action seeking to reimburse the United States for natural resource damages and for its response costs under CERCLA, relating to the Facility, if:

a. For proceedings prior to EPA certification of completion of the remedial action concerning the Facility,

(i) conditions at the Facility, previously unknown to the United States, are discovered after the entry of this Decree, or

(ii) information is received, in whole or in part, after the entry of this Decree,

and these previously unknown conditions or this information indicates that the remedial action is not protective of human health and the environment, and

b. For proceedings subsequent to EPA certification of completion of the remedial action concerning the Facility,

(i) conditions at the Facility, previously unknown to the United States, are discovered after the certification of completion by EPA, or

(ii) information is received, in whole or in part, after the certification of completion by EPA,

and these previously unknown conditions or this information indicates that the remedial action is not protective of human health and the environment.

D. Notwithstanding any other provision in this Decree, the covenant not to sue in this Section shall not relieve the Settling Defendant of its obligation to meet and maintain compliance with the requirements set forth in this Decree.

E. Subject to the reservations of rights in Section VII of this Consent Decree, by entering into and carrying out the terms of the Consent Decree, the Settling Defendant shall be entitled to contribution protection to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2), for matters addressed by this settlement.

**VI. COVENANT NOT TO SUE DE MINIMIS SETTLING DEFENDANTS, AND
CERTIFICATION REQUIREMENTS**

A. Except as otherwise provided in paragraphs B through D below or elsewhere in this Decree, the United States covenants not to sue or take administrative action against the De Minimis Settling Defendants or their officers, directors, or employees with regard to "Covered Matters." For purposes of Section VI., "Covered Matters" shall refer to any liability that could be imposed upon any of them with respect to the Site arising under Sections 106 or 107 of CERCLA, 42 U.S.C. Sections 9606 or 9607, and Section 7003 of RCRA, 42 U.S.C. Section 6973. "Covered Matters" do not include: (1) criminal liability; or (2) claims based on failure by De Minimis Settling Defendants to timely meet the requirements of this Decree.

B. Each De Minimis Settling Defendant and De Minimis Settling Government Agency hereby certifies that, based on information currently available to it and to the best of its knowledge and belief, it has provided to the United States all information currently in its possession or control which relates

in any way to the ownership, operation, generation, treatment, transportation or disposal of hazardous substances related to the Facility. Each De Minimis Settling Defendant and De Minimis Settling Government Agency also certifies that, based on information currently available to it and to the best of its knowledge and belief, it is aware of no facts indicating that its volumetric contribution of hazardous substances to the Facility was greater than the amount attributed to it in Attachment A, or that the hazardous substances it contributed to the Facility contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Facility.

C. If it is ever shown that the volume attributed to a De Minimis Settling Defendant or De Minimis Settling Government Agency is greater than the amount shown in Attachment A, then that De Minimis Settling Defendant or De Minimis Settling Government Agency shall pay the United States additional response costs for that increase in volume calculated as provided in Section IV.A.1.b. above. If a De Minimis Settling Defendant is ever shown to no longer qualify as a De Minimis Settling Defendant (i.e., the volume of hazardous substances it contributed to the Facility exceeds 100,000 gallons) or if the toxicity of the hazardous substances it contributed to the Facility is shown to have contributed disproportionately to hazardous effects at the Site, then the covenants not to sue provided in Section VI.A. above shall be null and void as to that

Defendant, and the covenants not to sue provided in Section V above shall instead apply.

D. The covenants not to sue provided in Paragraph VI.A. above shall become effective as to a De Minimis Settling Defendant only after the United States has received, as provided in Sections IV and VI.C. above, all payments required by this Decree from such De Minimis Settling Defendant.

E. Subject to the reservations of rights in Section VII of this Consent Decree, by entering into and carrying out the terms of the Consent Decree, each De Minimis Settling Defendant and De Minimis Settling Government Agency will be entitled to contribution protection to the extent provided by Section 122(g)(5) of CERCLA, 42 U.S.C. Section 9622(g)(5), for matters addressed by this settlement. Based on the information provided to EPA, EPA has determined that the amount to be paid by each De Minimis Settling Defendant and De Minimis Settling Government Agency represents its proportionate share, based on the volume of hazardous substances contributed to the Facility, of the total cost of remediation at the facility, plus a premium.

VII. RESERVATION OF RIGHTS

A. The aforesaid covenants not to sue in this Decree are not and shall not be construed to be releases of any kind.

B. Nothing in this Decree is intended as a covenant not to sue or a release from liability regarding any claim or cause of action against any person or entity not a signatory to this

Decree. The United States expressly reserves all claims, demands and causes of action, either judicial or administrative, past or future, in law or equity, against any person or entity not a party to this Decree for any matter in connection with the Envirochem Facility.

C. Nothing in this Consent Decree shall be construed to make any other person or entity not executing this Consent Decree a third party beneficiary of this Decree, nor shall any person other than a party executing this Decree have any authority to enforce its terms. The parties to this Decree reserve all common law and statutory rights against persons or entities not a party to this Decree, including but not limited to rights to contribution or indemnification. The Defendants may seek contribution from or assert claims, demands, defenses or causes of action against, persons not a party hereto, to the extent permitted by law.

VIII. CIVIL PENALTIES

In addition to any other remedies or sanctions available to the United States, any Defendant who fails or refuses to comply with any term or condition of this Consent Decree shall be subject to a civil penalty of up to \$25,000 per day of each failure or refusal, pursuant to Section 122(1) of CERCLA, 42 U.S.C. Section 9622(1).

IX. RESPONSE AUTHORITY

Nothing in this Decree limits the response authority of the United States under Sections 104 and 106 of CERCLA, 42 U.S.C. Sections 9604 and 9606, or any other applicable law.

X. WAIVER OF CLAIMS

A. In consideration of the entry of this Decree, the Defendants shall not make any claim or demand against the United States or the Hazardous Substances Superfund ("Superfund"), including any claim pursuant to Sections 107, 111 and 112 of CERCLA, 42 U.S.C. Sections 9607, 9611 and 9612, for Envirochem Response Costs or for attorneys fees related to this action. Nothing in this Decree shall be construed as EPA's preauthorization of a claim against the Superfund.

B. Defendants and De Minimis Settling Defendants hereby release and waive any rights to assert any claims against the United States or any agency of the United States relating to the Envirochem Facility.

XI. RETENTION OF JURISDICTION

After entry of this Decree, the Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Decree. Any party to this Decree may initiate such a proceeding by filing a motion under the caption of this action.

XII. CONSOLIDATION OF PROCEEDINGS

The parties hereto hereby concur in any motion filed or to be filed by the United States to consolidate the above-captioned actions.

XIII. NOTICE AND PUBLIC COMMENT

The Parties agree and acknowledge that final approval by the United States and entry of this Decree is subject to the requirement for notice and opportunity for public comment.

XIV. EXECUTION

This Consent Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

BY THEIR COUNSEL, THE PARTIES ENTER INTO THIS CONSENT DECREE AND SUBMIT IT TO THE COURT, THAT IT MAY BE APPROVED AND ENTERED.

For Plaintiff, the United States of America:

4/16/90
Date

George W. Van Cleve
George W. Van Cleve
Acting Assistant Attorney General
Land and Natural Resources Division
United States Department of Justice

6/5/90
Date

Deborah J. Daniels
Deborah J. Daniels
United States Attorney
Southern District of Indiana

June 5 1990
Date

Charles Goodloe
Charles Goodloe
Assistant United States Attorney
Office of the United States
Attorney
274 United States Courthouse
46 East Ohio Street
Indianapolis, Indiana 46204

April 11 1990
Date

Barbara A. Rogers
Barbara A. Rogers
Trial Attorney
Environmental Enforcement Section
Land and Natural Resources Division
Benjamin Franklin Station
P.O. Box 7611
Washington, D.C. 20044

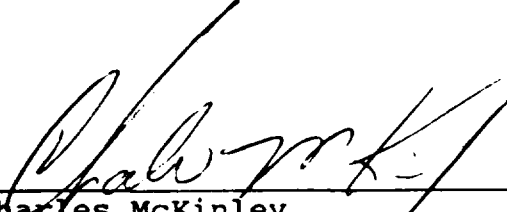
3-15-90
Date

for

Frank M. Covington
Valdas V. Adamkus
Regional Administrator
United States Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604

3/1/90


Date



Charles McKinley
Assistant Regional Counsel
United States Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604

2/23/90

Date



Thomas J. Krueger
Assistant Regional Counsel
United States Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604

IT IS SO ORDERED:



U. S. DISTRICT JUDGE

Date:

September 23, 1990

ATTACHMENT A

UNITED STATES V. AMERICAN WASTE PROCESSING, LTD., et al., and
UNITED STATES V. UNITED TECHNOLOGIES AUTOMOTIVE, INC., et al.

<u>De Minimis Settling Government Agencies</u>	<u>Gallorage</u>
Federal Bureau of Prisons	32725
Veterans Administration (Minneapolis Veterans Admin. Medical Center)	1870

<u>Settling Defendant</u>	<u>Gallorage</u>
Jeffboat, Inc.	338245

<u>De Minimis Settling Defendants</u>	<u>Gallorage</u>
Advance Circuits, Inc.	715
Advance Machine Company	2585
Alt & Witzig Eng.	495
American Industrial	685
American Printing House for the Blind, Inc.	1366
American Waste Processing	47410
Amphenol Corp. (Bendix; Allied)	275
Arco Industries	18425
Audiotronics	1210
Ball Corp	880
Bendit	55
Best Lock	5720
Bethesda Lutheran Hospital	495
Biddle Screw Products	12000
Bixel Paint	1320
Bliley Electric	660
Blissfield Manufacturing Co. (Berne Tube Products)	5995
Boehringer Manneheim Diagnostics (Bio-Dynamics)	825
Bowes Seal Fast Corp.	220
Brodey and Brodey	4455
Brother's Body and Paint, Inc.	380
Brown Printing Company, Inc.	4840
Bruce Fox	550
Buckbee Mears Company	4125
Cabot Corp. (E-A-R Division)	935
Century Mfg.	1320
Cerden & Son Mfg., Inc.	2600
Champion Intl. Corp. (Hoerner Waldorf)	5335
Chemart	17620
Chemical and Solvent Distillers, Inc.	8910
Chevron Corp. (Bruning Paint) (Kewanee)	29920
City Machine Tool and Die Co., Inc.	55

<u>De Minimis Settling Defendants</u>	<u>Gallonage</u>
Colored Metals	550
Colt Industries (Crucible Materials Corp.)	3135
Colwell/General	10500
Combustion Engineering, Inc. (Taylor Instrument Div.) (Sybron)	2750
Commercial Sewer Cleaning	22550
Conoco, Inc. (Wood River Products)	550
Consolidated Industries	1705
Consolidated Printing (Sinclair & Valentine)	1265
Continental Can	1485
Corduroy Rubber Co.	5940
Cummins Engine Co.	41360
Dart Controls, Inc.	55
Dealers Manufacturing Co.	2255
Dehart Paint & Varnish Co., Inc.	1980
Dellen Oldsmobile	870
Delta Faucet	2255
Deluxe Check Printers, Inc. (Indianapolis Plant)	1045
DePauw University	275
Domain, Inc. (Nordson)	1155
Donaldson Co., Inc. (Torit)	12595
Dresser Industries (Elec. Mach.; McGraw-Edison)	2530
Dual Machine	1500
Durako Paint	32010
Eagle-Picher	4235
Edco Products, Inc.	3245
Edwin Cooper (Ethyl Petroleum Additives, Inc.)	4345
Emconite Division (Amerace Corp.)	2310
F.E. Myers (Richard Buster)	2750
Federal Chemical	970
Flint Ink Corp.	18700
Fort Snelling State Park	110
Fountain Industries, Inc.	1320
Franklin Electric Co., Inc.	4000
Gen. Aluminum & Chemical Corp.	400
Gen. Const. & Asphalt Contracting (GC&A; AVCO)	1100
General Mills	8085
Globe Tool	880
Graco, Inc.	4235
Greyhound Corp. (Transportation Leasing)	55
Gunnison Bros. Tannery	165
H.B. Fuller Co.	7590
H.H. Robertson Co.	16335
Halstead Industries	4510
Hansen Mfg. Co., Inc. (IMC Magnetism Corp.)	3025
Harmenson Mfg. Co.	13915
Hart Press	3300

De Minimis Settling DefendantsGallonage

Hella North America	1540
Henkel Corp.	4400
Herff Jones (Carnation Co.)	2165
Hiawatha Rubber Co.	935
Hi-Tek (Div. of Lithonia Lighting)	8305
Home Crest	2640
Huber Brothers	1705
Hudson Machine & Tool, Inc.	770
Huffy Corp.	2970
Humko Products (Kraft, Inc.)	4015
Huot Manufacturing	1925
Hyster Co.	495
Impex	6380
Independent Waste Systems, Inc. (Graver Northeast)	530
Indianapolis Dept. of Transportation	2420
Indianapolis Rubber Co., Inc.	935
Indianapolis Star News	5885
Industrial Sewer Service (Roto-Rooter Drain)	2200
Interco, Inc.	3630
Introl	3575
IVC Industrial Coatings	3850
IWD Waste, Inc.	10000
Jefferson Products Co.	1760
Johnson Controls (Globe-Union)	5830
Kauffman Engineering	275
Kelley Technical Coatings	5060
Kettering Medical Center	55
Kingston Products (Scott Fetzer)	10000
Klor-Kleen	30325
Lakeview Medical Center	10
Leader Industries, Inc.	9750
Loranger	385
Magnavox	330
Magnetic Peripherals, Inc. (Control Data Corp.; MPI Plastics)	32120
Manus Products	1155
Mark Controls Corp. (Powers-Fiat Corp.)	4400
Marley Co. (Barry Blower Co.)	6550
Mayhill Publications	275
MCB Manufacturing	1100
McLaughlin Gormley King Co.	1045
Mead Johnson	6100
Metropolitan Disposal	12100
Metropolitan Medical Center	440
Miami University	415
Micom Corp.	110
Minneapolis, City of	3080
Minneapolis Children Med. Ctr.	55
Minnesota Dept. of Transportation	165

De Minimis Settling Defendants**Gallonage**

Minnesota Rubber	550
Minnesota, State of (Office of Attorney General, State Dept. of Corrections)	330
Minnesota Valley Eng. (Cryogenic)	205
Montgomery Ward (Standard T Chemicals)	55
Mount Sinai Hospital	220
National Homes Corp.	4840
New Idea Farm Equipment (Textron, Inc.)	3905
New York Blower Co.	6820
Nice-Pak	440
Northern States Power (A.K.A. NSP)	825
Northland Aluminum Products, Inc.	1375
Northrup King Co.	3685
Nortronics Co., Inc.	880
Olson Bodies (Grumman)	3135
Orchard Corp.	18370
P, B & S Chemical Co.	8140
Packaging Products	4428
Paper, Calmenson and Co. (Pacal Steel)	18700
Pelican Service	28910
Perry Chemical & Mfg. Co., Inc.	4400
Peter Paul Cadbury	275
Philips Industries, Inc. (Lau Industries)	5665
Pioneer Metal Finishing	940
PPG Industries	5000
Ray-Wel Automotives	330
Reclaimed Energy Co.	4700
Regency Electronics	1650
Reichold Chemicals	10615
Rock Island Refining Corp.	41593
Sam Miller Bag Co.	1100
Seaway Mfg. Corp.	220
Selec-Tron Industries	110
Serco Labs	165
Seymour Electronics	2750
Sheller Globe	2255
Sherwin - Williams	2365
Sherwood Medical Company	3410
Sidco Industries	3355
Sinclair-Valentine Co. (Wheelabrater-Frye, Inc.)	1650
Smith Systems Mfg.	2860
Specialty Mfg. Co.	8195
Standard Products Co. (Product Development Div.)	2585
Stant Inc.	2365
Stone Container Corp. (National Packaging Co.)	1100
Summit Finishing Co.	880
Sunnen Products Co.	2255
Talon (Textron, Inc.)	3630

De Minimis Settling DefendantsGallonage

Tennant Co.	13860
Thermoset Plastics	495
Tom O'Daniel, Inc.	715
Tonka Corp.	2035
Tricil Environmental Services, Inc. (Systech)	13115
Tuchman Cleaners	1335
Union Steel Products, Inc.	5390
Unisys Corp. (Sperry Univac; Amer. Div.)	24915
United Hospital	385
United Parcel Service	4335
United Technologies Automotive, Inc. (Alma Plastics)	45210
Unitog Rental Services	1925
Universal Coatings Co., Inc.	1540
Universal-Rundle (Ingress-Plastene; Northway)	3305
University of Minnesota	715
Valspar Corporation	57365
Vollrath Refrigeration, Inc.	3740
W.B.T., Inc. (Laidlaw; Theta; Metro Disp.)	12870
Warner Gear Division (Borg-Warner)	54290
Warren Shade	1430
Weyerhaeuser Co., Carton Div.	9680
Wintek Corp.	55
Woodall Paint	11220
World Color Press. Inc. (Salem Gravure)	26290
Wyandotte Paint Co. (Akzo Coatings America, Inc.)	7465

ATTACHMENT B

UNITED STATES V. AMERICAN WASTE PROCESSING, LTD., et al., and
UNITED STATES V. UNITED TECHNOLOGIES AUTOMOTIVE, INC., et al.

<u>De Minimis Settling Government Agencies</u>	<u>Payment to EPA</u>	<u>Payment to DOI</u>	<u>Total Payment</u>
Federal Bureau of Prisons	63813.75	50.00	63863.75
Veterans Administration (Minneapolis Veterans Admin. Medical Center)	3646.50	50.00	3696.50

Settling Defendant

Jeffboat (a division of American Commercial Marine Service Company)	500000.00	50.00	500050.00
--	-----------	-------	-----------

De Minimis Settling Defendants

Advance Circuits, Inc.	3000.00	50.00	3050.00
Advance Machine Company	5040.75	50.00	5090.75
Alt & Witzig Engineering, Inc.	3000.00	50.00	3050.00
Amerace Corp. (Emconite Division)	4504.50	50.00	4554.50
American Industrial Corporation	3000.00	50.00	3050.00
American Printing House for the Blind, Inc.	3000.00	50.00	3050.00
American Waste Processing, Ltd.	92449.50	50.00	92499.50
Amphenol Corporation (Bendix; Allied)	3000.00	50.00	3050.00
Arco Industries Corporation	35928.75	50.00	35978.75
Audiotronics Corporation	3000.00	50.00	3050.00
Ball Corporation	3000.00	50.00	3050.00
Best Lock Corporation	11154.00	50.00	11204.00
Bethesda Lutheran Medical Centaer	3000.00	50.00	3050.00
Biddle Precision Components, Inc. (Biddle Screw Products Co.)	23400.00	50.00	23450.00
Bixel Paint Corp.	3000.00	50.00	3050.00
Bliley Electric Company	3000.00	50.00	3050.00
Blissfield Manufacturing Company (Berne Tube Products)	11690.25	50.00	11740.25
BMC Industries, Inc. (Buckbee Mears Company)	8043.75	50.00	8093.75
Boehringer Manneheim Corporation (Bio-Dynamics)	3000.00	50.00	3050.00
Borg-Warner Automotive Diversified Transmission Products Corporation (Warner Gear)	105865.50	50.00	105915.50
Bowes Industries, Inc. (Bowes Seal Fast Corp.)	3000.00	50.00	3050.00
Brazeway, Inc. (Bendit)	3000.00	50.00	3050.00
Brodey & Brodey, Inc.	8687.25	50.00	8737.25
Brother's Body and Paint, Inc.	3000.00	50.00	3050.00
Brown Printing Company (Inc.)	9438.00	50.00	9488.00
Bruce Fox, Inc.	3000.00	50.00	3050.00
Cabot Corporation (E-A-R Division)	3000.00	50.00	3050.00
Cadbury Schweppes, Inc. (Peter Paul)	3000.00	50.00	3050.00
Century Manufacturing Company	3000.00	50.00	3050.00
Cerden & Son Mfg., Inc.	5070.00	50.00	5120.00

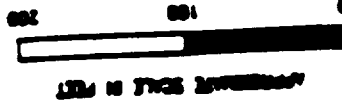
<u>De Minimis Settling Defendants</u>	<u>Payment to EPA</u>	<u>Payment to DOI</u>	<u>Total Payment</u>
Champion International Corporation (Hoerner Waldorf)	10403.25	50.00	10453.25
Chemical Marketing Corp. (of America)	34359.00	50.00	34409.00
Chemical & Solvent Distillers Co., Inc.	17374.50	50.00	17424.50
Chemical Waste Management, Inc. (IWD Liquid Waste, Inc.)	19500.00	50.00	19550.00
City of Indianapolis, Department of Transportation	4719.00	50.00	4769.00
City of Minneapolis, Minnesota	6006.00	50.00	6056.00
City Machine Tool and Die Co., Inc.	3000.00	50.00	3050.00
Colwell/General, Inc.	20475.00	50.00	20525.00
Commercial Sewer Cleaning Company, Inc.	43972.50	50.00	44022.50
Conoco, Inc. (Wood River Products)	3000.00	50.00	3050.00
Consolidated Industries Corp.	3324.75	50.00	3374.75
Consolidated Printing (Sinclair & Valentine)	3000.00	50.00	3050.00
Continental Can Company, Inc.	3000.00	50.00	3050.00
Corduroy Rubber Company Stockholder's Trust	11583.00	50.00	11633.00
Crucible Materials Corporation (Colt Industries)	6113.25	50.00	6163.25
Cummins Engine Company, Inc.	80652.00	50.00	80702.00
Dart Controls, Inc.	3000.00	50.00	3050.00
Dealers Manufacturing Company	4397.25	50.00	4447.25
Dehart Paint & Varnish Co.	3861.00	50.00	3911.00
Dellen Oldsmobile, Inc.	3000.00	50.00	3050.00
Delta Faucet Company	4397.25	50.00	4447.25
Deluxe Corporation (Check Printers, Inc.)	3000.00	50.00	3050.00
DePauw University	3000.00	50.00	3050.00
Donaldson Company, Inc. (Torit)	24560.25	50.00	24610.25
Dresser Industries, Inc. (Elec. Mach.; McGraw-Edison)	4933.50	50.00	4983.50
Dual Machine and Tool Corp.	3000.00	50.00	3050.00
Durako Paint & Color Corporation	62419.50	50.00	62469.50
Eagle-Picher Industries, Inc.	8258.25	50.00	8308.25
Edco Products, Inc.	6327.75	50.00	6377.75
EM Industries, Inc. (MCB Manufacturing)	3000.00	50.00	3050.00
Ethyl Petroleum Additives, Inc. (Edwin Cooper)	8472.75	50.00	8522.75
F.E. Myers Co. (Richard Buster)	5362.50	50.00	5412.50
Federal Chemical Co., Inc.	3000.00	50.00	3050.00
Flint Ink Corporation	36465.00	50.00	36515.00
Fort Snelling State Park (Minnesota Department of Natural Resources)	3000.00	50.00	3050.00
Foster Transformer Co. (Seymour Electronics)	5362.50	50.00	5412.50
Fountain Industries, Inc.	3000.00	50.00	3050.00
Franklin Electric Co., Inc.	7800.00	50.00	7850.00
General Aluminum & Chemical Corp.	3000.00	50.00	3050.00
General Construction & Asphalt Contracting Corp. (GC&A; AVCO)	3000.00	50.00	3050.00
General Drainage, Inc. (Independent Waste			

<u>De Minimis Settling Defendants</u>	<u>Payment to EPA</u>	<u>Payment to DOI</u>	<u>Total Payment</u>
Systems, Inc.; Graver Northeast)	3000.00	50.00	3050.00
General Mills, Inc.	15765.75	50.00	15815.75
Globe Tool and Manufacturing Co.	3000.00	50.00	3050.00
Graco Inc.	8258.25	50.00	8308.25
Groff Industries, Inc. (Colored Metals)	3000.00	50.00	3050.00
Grumman Allied Industries, Inc. (Olson Bodies)	6113.25	50.00	6163.25
Gunnison Brothers, Inc.	3000.00	50.00	3050.00
H.B. Fuller Company	14800.50	50.00	14850.50
H.H. Robertson Company	31853.25	50.00	31903.25
Halstead Industries, Inc.	8794.50	50.00	8844.50
Hansen Mfg. Co., Inc. (IMC Magnetics Corp.)	5898.75	50.00	5948.75
Harmenson Mfg. Co., Inc.	27134.25	50.00	27184.25
Hart Press, Inc.	6435.00	50.00	6485.00
Hartzell Corporation (Introl)	6971.25	50.00	7021.25
Health One Corporation (Mount Sinai Hospital and Metropolitan Medical Center)	3000.00	50.00	3050.00
Hella North America Inc.	3003.00	50.00	3053.00
Henkel Corporation	8580.00	50.00	8630.00
Herff Jones, Inc. (Carnation Co.)	4221.75	50.00	4271.75
Hiawatha Rubber Co.	3000.00	50.00	3050.00
HomeCrest Corporation	5148.00	50.00	5198.00
Huber Brothers, Inc.	3324.75	50.00	3374.75
Hudson Machine & Tool, Inc.	3000.00	50.00	3050.00
Huffy Corporation	5791.50	50.00	5841.50
Huot Manufacturing Company	3753.75	50.00	3803.75
Hyster Company	3000.00	50.00	3050.00
Indianapolis Newspapers, Inc.	11475.75	50.00	11525.75
Indianapolis Rubber Company	3000.00	50.00	3050.00
Industrial Sewer Service (Roto-Rooter Drain)	4290.00	50.00	4340.00
Industrial Steel Container Co.	92664.00	50.00	92714.00
Interco, Incorporated	7078.50	50.00	7128.50
IVC Industrial Coatings, Inc.	7507.50	50.00	7557.50
Jefferson Products Inc.	3432.00	50.00	3482.00
Johnson Controls, Inc. (Globe-Union)	11368.50	50.00	11418.50
Kauffman Engineering, Inc.	3000.00	50.00	3050.00
Kelley Technical Coatings, Inc.	9867.00	50.00	9917.00
Kettering Medical Center	3000.00	50.00	3050.00
Kewanee Industries, Inc. (Chevron Corp; Bruning Paint)	58344.00	50.00	58394.00
Klor-Kleen Inc.	59133.75	50.00	59183.75
Kraft Food Ingredients Corp. (Humko)	7829.25	50.00	7879.25
Laidlaw Waste Systems Inc. (W.B.T., Inc.; Theta; Metro Disp.)	25096.50	50.00	25146.50
Lakeview Medical Center	3000.00	50.00	3050.00
Leader Industries, Inc.	19012.50	50.00	19062.50
Loranger Manufacturing Corporation	3000.00	50.00	3050.00
Magnavox Government and Industrial Electronics Company	3000.00	50.00	3050.00
Magnetic Peripherals Inc. (Control Data Corp.; MPI Plastics)	62634.00	50.00	62684.00

<u>De Minimis Settling Defendants</u>	<u>Payment to EPA</u>	<u>Payment to DOI</u>	<u>Total Payment</u>
Manus Products-Minnesota, Inc.	3000.00	50.00	3050.00
Marathon Petroleum Company (Rock Island Refining Corp.)	81106.35	50.00	81156.35
Mark Controls Corp. (Powers-Fiat Corp.)	8580.00	50.00	8630.00
Marley Co. (Barry Blower Co.)	12772.50	50.00	12822.50
Mayhill Publications, Inc.	3000.00	50.00	3050.00
McLaughlin Gormley King Company	3000.00	50.00	3050.00
Mead Johnson & Company	11895.00	50.00	11945.00
Metropolitan Environmental, Inc. (Metropolitan Disposal)	23595.00	50.00	23645.00
Miami University	3000.00	50.00	3050.00
Micom Corp.	3000.00	50.00	3050.00
Minneapolis Children's Medical Center	3000.00	50.00	3050.00
Minnesota Dept. of Corrections (Minnesota Office of Atty General)	3000.00	50.00	3050.00
Minnesota Dept. of Transportation	3000.00	50.00	3050.00
Minnesota Rubber	3000.00	50.00	3050.00
Minnesota Valley Engineering, Inc. (Cryogenic)	3000.00	50.00	3050.00
National Enterprises, Inc. (National Homes Corp.)	9438.00	50.00	9488.00
National Service Industries, Inc. (Hi-Tek; Lithonia Lighting Company)	18876.00	50.00	18926.00
The New York Blower Company	13299.00	50.00	13349.00
Nice-Pak Products, Inc.	3000.00	50.00	3050.00
Nordson Corporation (Domain, Inc.)	3000.00	50.00	3050.00
Northern States Power Company (aka NSP)	3000.00	50.00	3050.00
Northland Aluminum Products, Inc.	3000.00	50.00	3050.00
Northrup King Co.	7185.75	50.00	7235.75
Nortronics Company, Inc.	3000.00	50.00	3050.00
Orchard Corporation of America	35821.50	50.00	35871.50
P,B & S Chemical Company, Inc.	15873.00	50.00	15923.00
Packaging Products Corporation	8634.60	50.00	8684.60
Paper, Calmenson & Co. (Pacal Steel)	36465.00	50.00	36515.00
Pelican Service Associates, Ltd.	56374.50	50.00	56424.50
Perry Chemical & Manufacturing Company, Inc.	8580.00	50.00	8630.00
Philips Industries, Inc. (Lau Industries)	11046.75	50.00	11096.75
Pioneer Metal Finishing	3000.00	50.00	3050.00
PPG Industries, Inc.	9750.00	50.00	9800.00
Ray-Wel Automotive, Inc.	3000.00	50.00	3050.00
Reclaimed Energy Co., Inc.	9165.00	50.00	9215.00
Reichold Chemicals	20699.25	50.00	20749.25
RELM Communications, Inc. (Regency Electronics)	3217.50	50.00	3267.50
Sam Miller Bag Company	3000.00	50.00	3050.00
Sanitary Engineering Laboratories, Inc. (Serco Labs)	3000.00	50.00	3050.00
The Scott Fetzer Company (Kingston Products)	19500.00	50.00	19550.00
Seaway Manufacturing Corp.	3000.00	50.00	3050.00

<u>De Minimis Settling Defendants</u>	<u>Payment to EPA</u>	<u>Payment to DOI</u>	<u>Total Payment</u>
Selec-Tron Industries, Inc.	3000.00	50.00	3050.00
Sheller Globe Corporation	4397.25	50.00	4447.25
The Sherwin - Williams Company	4611.75	50.00	4661.75
Sherwood Medical Company	6649.50	50.00	6699.50
Sidco Industries	6542.25	50.00	6592.25
Sinclair-Valentine Co. (Wheelabrater-Frye, Inc.)	3217.50	50.00	3267.50
Smith Systems Manufacturing Company	5577.00	50.00	5627.00
Specialty Mfg. Co.	15980.25	50.00	16030.25
Standard Products Company (Product Development Div.)	5040.75	50.00	5090.75
Standard T Chemical, Inc. (Montgomery Ward)	3000.00	50.00	3050.00
Stant Inc.	4611.75	50.00	4661.75
Stone Container Corp. (National Packaging Co.)	3000.00	50.00	3050.00
Summit Finishing Co.	3000.00	50.00	3050.00
Sunnen Products Company	4397.25	50.00	4447.25
Sybron Corporation (Taylor Instrument Div., Combustion Engineering, Inc.)	5362.50	50.00	5412.50
Textron, Inc. (Talon; New Idea Farm)	14693.25	50.00	14743.25
Tennant Company	27027.00	50.00	27077.00
Thermoset Plastics, Inc.	3000.00	50.00	3050.00
Tom O'Daniel, Inc.	3000.00	50.00	3050.00
Tonka Corporation	3968.25	50.00	4018.25
Transportation Leasing Company (Greyhound Corp.)	3000.00	50.00	3050.00
Tricil Environmental Services, Inc. (Systech)	25574.25	50.00	25624.25
Tuchman Cleaners, Inc.	3000.00	50.00	3050.00
Union Steel Products, Inc.	10510.50	50.00	10560.50
Unisys Corporation (Sperry Univac; Amer. Div.)	48584.25	50.00	48634.25
United Hospital Incorporated	3000.00	50.00	3050.00
United Parcel Service, Inc.	8453.25	50.00	8503.25
United Technologies Automotive, Inc., Succesor in Interest to Alma Plastics	88159.50	50.00	88209.50
Unitog Rental Services, Inc.	3753.75	50.00	3803.75
Universal Coating Co., Inc.	3003.00	50.00	3053.00
Universal-Rundle (Ingress-Plastene; Northway)	6444.75	50.00	6494.75
University of Minnesota	3000.00	50.00	3050.00
Valhi, Inc. (Impex)	12441.00	50.00	12491.00
The Valspar Corporation	111861.75	50.00	111911.75
Vollrath Refrigeration, Inc.	7293.00	50.00	7343.00
Warren Shade Co.	3000.00	50.00	3050.00
Weyerhaeuser Company	18876.00	50.00	18926.00
Wintek Corporation	3000.00	50.00	3050.00
Woodall Paint	21879.00	50.00	21929.00
World Color Press. Inc. (Salem Gravure)	51265.50	50.00	51315.50
Wyandotte Paint Co. (Akzo Coatings America, Inc.)	14556.75	50.00	14606.75

ECC SITE LOCATION AND
APPROXIMATE CONDITIONS
AS OF APRIL 1989



INTERMITTENT DRAIN (HATCH MARKS BETWEEN 8'-5")	---
CONCRETE	---
AREA TO BE REGRADED	---
POWDER ALONG PROPERTY BOUNDARY	---
AREA OF STORAGE TANKS (HATCH MARKS)	---

